DOCUMENT RESUME

ED 140 159 CG 011 438

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TITLE Engaged Couples' Reactions to a Marriage Contract.
PUB DATE Oct 76
NOTE 17p.; Paper presented at the Annual Conference of the National Council on Family Relations (New York, N.Y. October 1976)

EDRS PRICE MF-$0.83 HC-$1.67 Plus Postage.
DESCRIPTORS College Students; *Contracts; Family Problems; Interpersonal Relationship; *Life Style; *Marriage; *Marriage Counseling; Performance Specifications; *Role Perception; *Social Attitudes; Social Behavior; Social Relations; Social Science Research

ABSTRACT

This article describes the reactions of a small sample of college students from a Northeastern, private nonsectarian university to a marriage contract that was designed by a couple on this campus. The major reasons for writing the contract included apprehension about the pre-marital socialization system in our society, concerns regarding marital role agreements, and as an alternative to the present marriage arrangement. Reactions can be summarized as being generally negative in that most couples interviewed felt it was too inflexible, and detrimental to the future success of the marriage by discussing, in advance, the possibility of termination. However, the major positive reaction was that all of the couples felt that it would be a very worthwhile idea for couples who were seriously considering marriage to be exposed to the contract for reasons of clarification of role expectations, marital obligations, financial expectations, etc. This point was reenforced by a divorcee who felt that such an exposure would have made a significant impact on his earlier marriage; quite likely he would not have married. (Author)

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ENGAGED COUPLES' REACTIONS TO A MARRIAGE CONTRACT*

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* Revision of a round-table presentation at the National Council on Family Relations Convention in New York City, October, 1976. The author wishes to thank the authors of the contract, Jo Ellen Vargulick and Thomas Moore for their assistance and permission to use their contract.

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ENGAGED COUPLES' REACTIONS TO A MARRIAGE CONTRACT

This paper describes the reactions of a sample of engaged couples to a marriage contract. The sample was voluntary and drawn from a small liberal arts university. Although they felt it had many worthwhile as well as negative aspects, all felt it could provide important insights for the individuals planning to marry.

When buying a new car one checks the size of the engine (6 or 8), type of tires, two or four doors, gasoline mileage, the comfort of the seats, the composition of the upholstery, manual or power brakes, regular or power steering, and, of course, the price. Other than buying a house, to most people the purchase of an automobile is one of the biggest legal and financial contracts they make in a lifetime.

Yet most Americans enter into another contract that also carries with it more legal and financial commitments than either a house or automobile. This is marriage. However, how many people who marry spend as much time seriously exploring a potential marital commitment with the same degree of care as they would a car? When the car buyer comes to sign on the dotted line he wants to know how much per month and for how long; the law guarantees him this information. When we say with a trembling voice, "I do", no such legal contractual protections are required outlining the particulars of the lifelong contract just made. For these reasons as well as others, some people have seriously considered marriage contracts as an alternative to the

present system of marital commitment.

The utilization of a contractual approach to marriage may irritate our society's romanticized notions about the institution; after all, one marries for "love" and "happiness". To consider marriage with a legal deliberateness similar to buying a car is alien to our courtship processes. As Sheresky and Mannes noted, "Some will argue that if we required couples to take a deep look at their motives and potential obligations before marriage, a good many people would never go through with marriage at all. But that, in part is just the point" (1972:33).

Because of the idealization of one's potential spouse and the excitement of the courtship process, people often fail to explore the realities of the forthcoming marriage. Neubeck (1969) argues that in all cultures, marriage is governed by various "ground rules". These, of course, are subject to local cultural and societal modifications. The ground rules are shaped and refined by the society's religious institutions and mores, and are usually codified by the government. However, these basic expectations or ground rules are hardly ever specifically discussed before marriage, but are assumed to be the same for the spouses involved. Neubeck writes:

> Rarely is there an explicit agreement ahead of the marriage ceremony. Jokes, cartoons, and commentaries about the violation of ground rules by some one person occasionally give people an opportunity to think about the rules, but only infrequently is this a serious and weighty consideration. Only when a ground rule has been violated does this consideration become critical (1969:13).

Because of our highly romanticized notions of marriage, coupled with personal fantasies about one's spouse and their lives together, premarital counselings notwithstanding, explicit and implicit marital expectations too often do not get discussed. One thing is certain; these marital expectations

or ground rules are not fantasies. They are real in that they govern behavior of not only one's self but the spouse as well. Sooner or later, they must be dealt with in some fashion.

Such concerns about the premarital socialization processes and the romantic notions surrounding marriage served as focal points of a recent seminar in marriage and family lead by this author. One couple in the seminar admitted that they felt they may be victims of these processes and indicated that they had these reservations about their future together: (1) a cynical reaction to the marital socialization processes operative in our society, (2) a concern about the impact of romanticism on their perceptions of marriage, and (3) reservations about themselves as potential spouses. Although the idea is not new (Wells, 1976; Mead, 1966; and Edmiston, 1972), they decided to write a marriage contract for themselves as an alternative to the standard institutionalized procedures for marriage.*

Writing the contract proved to be more difficult than anticipated. They were surprised at how many areas of disagreement existed, how many values clashed, and role expectations did not mesh. For them, the writing of the contract served as a means of value clarification and insight into who they were as individuals as well as what they would be as husband and wife. In this sense, the contract served as a worthwhile instrument for premarital clarification.

When these students presented this project to the seminar, this author was amazed at the reactions. Generally, the reactions were ones of shock

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*Major provisions of the marriage contract:

I Duration & Renewal
II Economic Responsibilities
III Distribution of Property in Event of Termination
IV Sexual Fidelity & Mutual Expectations
V Domestic & Household Arrangements
VI Child Care

Copies will be provided upon request.

and disbelief that anyone could approach marriage in such a legalistic and deliberate manner. The marriage contract made the students very uncomfortable as evidenced by strong negative reactions to the whole idea.

Because of these negative reactions from a class of students who are from middle to upper middle class backgrounds, attending a non-sectarian university, and verbally liberal in other sex and marriage related matters (as demonstrated by class discussions), this author became interested in finding out what other students thought of marriage contracts. And, since the whole idea was brought into play by a couple considering marriage, engaged couples seemed to be a logical group that might be interested in the idea.

THE SAMPLE

A general announcement was placed in the weekly university newsletter requesting engaged couples to participate in a sociological study. Six couples responded; an additional four couples were identified and asked to participate. At the time none knew the nature of the research project. Eight of the couples were university students, one was composed of university non-academic employees, and one faculty couple.

The social characteristics of the student couples were: upperclass with a variety of college majors and professional goals, Caucasians, Protestant and Roman Catholic, and from an upper socio-economic background. The non-academic couple was employed by the university in clerical and physical plant positions, Caucasian, Protestant, and lower middle class as measured by combined income. Both members of the faculty couple were employed by the university with the male having a Ph.D. and the female a master's degree but planning to continue her education. For him this would be his second marriage, having been divorced after twelve years of marriage; this was to be her first marriage. General comments about the university from which this sample was

drawn include a Northeast location, private with a student body of some 2300, most of whom come from fairly well-to-do families considering the high costs of the university.

It was decided to utilize the contract drawn up by the couple in the seminar as a stimulus for this project. The couples were asked to report to the author's office where the interview would take place. Each partner was interviewed separately in a comfortable setting for approximately an hour and then reunited with their future spouse to discuss their mutual reactions. The participants were informed that the research concern was not so much with the specifics of this particular contract (e.g., division of operating costs by each member, or who would cook when); rather the concern was with the idea of determining in advance of the marriage what the marital duties and expectations are as outlined in a contractual format. Of course, it was often difficult to restrict the discussion to this matter, as some of the couples disagreed with marital obligations as outlined in the contract.

THE COUPLES' REACTIONS

For the sake of brevity, the introductory interview items will be summarily mentioned. These items included questions regarding why they wanted to get married, what is "love", and how did they know definitely that they were compatible. This latter question particularly focused on whether they had lived together for any period of time; all had, except for the non-student couple. This couple plus one other were the only ones who felt a very strong need for marriage in the traditional sense. The remaining couples all had considered "marriage" as being possible without official sanctioning by society. Generally, they felt commitment to each other was synonymous with marriage. However, all the couples were going to "marry" in the traditional sense because of parental and legal pressures.

REACTIONS

The reactions of the couples to the contract can be categorized in three ways: objections and reservations, beneficial aspects, and repercussions for marital solidarity or divorce. A sampling of all the comments will be presented in a verbatim fashion to avoid losing the sincerity and strength of their reactions. First, some objections and reservations:

> If you need a way out of it (the renewal part of the contract) then why get into it (marriage)?
>
> Marriage isn't a business arrangement.... The contract negates love. The husband and wife become like foreman-employee.
>
> A contract hurts the meaning of marriage (i.e., commitment, the ability to cooperate, forgive, forget).
>
> The contract does not contain a mutual support clause.
>
> It's weird.... Then why get married?

The most often mentioned criticism was the lack of flexibility in husband and wife interaction since certain behaviors were required by the contract. Wells agrees (1976). He indicates that "Perhaps the only persons who are capable of creating a working contract are those who have already been through a previous marriage" (1976:35). Regarding this point, the engaged faculty couple in this sample seriously considered the marriage contract idea for themselves. Since the male had been divorced, this couple shared some of the same reservations about marriage as did the designers of this contract. In addition, they wanted to avoid the legal and financial liabilities incurred should they decide to terminate their marriage. Legal counsel advised them that in New York State such a contractual approach to marriage and possible divorce would not be legal. This was because the state laws could not be bypassed by indiviualistic contracts. However, he felt that such a contract might be very useful in the division of common property in the case of a divorce.

Because they could not use a contract legally, they decided not to pursue it any further. They did, however, share similar reactions to the other couples in that the contract was too inflexible for their lifestyle. Nonetheless, the male, who is the father of four children from his previous marriage, was of the opinion that the contract could be extremely useful with the advent of children because of the more complex division of labor needed at that time.

More objections and reservations:

> The contract is too legalistic. In a regular marriage there is more flexibility; one can fail to do almost anything except non-fidelity without breaking the marriage.
>
> Marriage is a trade-off, can't pin each other down this way.
>
> People can't cover in advance all the exigencies or situations that married people face. A contract may create more trouble than it's worth.

BENEFICIAL ASPECTS

Although the couples had many criticisms of the contractual approach, they felt that it could be beneficial in some ways. As this writer has found, the contract is beneficial as a counseling tool by which a couple can explore their expectations for marriage. The introspection and interpersonal negotiations that go on with writing a contract are positive learning experiences. In addition, other benefits mentioned by the couples included:

> Since an unwritten contract already exists in society, specifying that two people should try to work out their difficulties, a formalized marriage contract such as this one could facilitate the societal contract.
>
> I never realized how many areas of potential misunderstanding (money, household duties, etc.) need to be discussed.
>
> A marriage contract might be good for people who can't solve problems with another person. The contract has a solution already laid out for them.

The "...contract is there as a constant reminder to all of what they have agreed to"(Wells, 1976:37). Not all of the interviewees agreed with the idea that the presence of the contract is beneficial in settling arguments. One girl stated, "The use of a contract, especially bringing it out during the argument is a symptom of a weak, not strong relationship"(i.e., talking out problems, give and take on an issue). A male indicated there is "no need to put items on paper because marriage is an unwritten agreement in which one should understand the partner's needs and expectations."

All of the couples supported the idea of presenting a marriage contract to seriously dating couples before they become engaged. They felt that if it were possible for someone to introduce the idea and the itemized particulars of the contract early in the courtship process, this would be very beneficial for the couple. Exposure to these items could serve as a means of value clarification, marital and familial expectations, role obligations, financial obligations, etc., all of which are often not adequately discussed prior to marriage.

Concerning this point of premarital discussion of marital expectations, the male divorcee felt that had someone presented him and his first wife with such a contract, it would have certainly slowed their plunge into matrimony. Even though they were both over 21 at the time and he was a college graduate, they, too, fell victim to many of the idealized notions of marriage that exist in our society. The use of the marriage contract as a means of interpersonal evaluation appears to be its major contribution to premarital counseling.

REPERCUSSIONS FOR MARITAL SOLIDARITY

Finally on the matter of marital solidarity, many of the couples criticized the idea of marriage contracts because it seemed so incongruous to discuss marital termination prior to the marriage itself. At a time when

the participants should be happy and excited, divorce is not even considered. The emphases are on the positive, not the negative. The following comments reflect this point:

> Signing such a contract almost presupposes that one is seriously considering divorce prior to marriage.
>
> If one needs a way out of marriage, why get into it?
>
> I figure if you get married to that person, then you love her.... If you divorce her, you didn't love her in the beginning.

Some interviewees took a more pragmatic approach to the question of divorce. The marriage contract, some felt, would make divorce easier especially with a specified division of property and an itemized list of broken agreements. The marriage contract "...would protect one spouse from wiping out the total assets of the other (e.g., alimony.) However, if the contract could legally be used in a court proceding, it would reduce only the legal hassles and not the emotional ones.

CONCLUDING REMARKS

The idea of a marriage contract has been around for a while. However, since the use of a contractual approach to marriage is so incompatible with societal norms, it is not likely that many marriages will be made via contracts. Before this could be possible, major changes in social mores, religious principles, and legal obligations would need to occur. Therefore, the major benefits of the marriage contract lie in its usefulness as an instrument for interpersonal evaluation concerning marital obligations, marital and parental roles, household duties, as well as possible termination of a marriage.

How can the instrument be introduced to dating couples soon enough to do them some good? For this particular project, engaged couples were utilized. Their degree of commitment perhaps was too much for any of them to terminate

their relationship after being exposed to marriage contracts. However, the couple who wrote the original contract has since terminated their relationship.

For future research, it could be hypothesized that couples who are seriously dating, but not yet engaged, would be more likely to dissolve the relationship on the basis of insights gained from writing a marriage contract. The primary difficulty lies with identification of these couples; perhaps with more high school classes dealing with marriage and family, the contract can be interjected earlier in the dating process and its usefulness expanded.

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APPENDIX

MARRIAGE CONTRACT

Let it be known that this contract is an alternative to entry into the actual institution of marriage.

On this day of in the year ,
let it be known that and
agree to live by the contents of this contract. Any breach thereof constitutes grounds for the voiding of this contract and may give cause for the dissolution of the relationship.

Terms of contract:

1. Duration and renewal and reinstatement
    a. Duration
        1. this contract shall be valid for a period of months brom the above date and may be subject to renewal.
        2. the duration shall be determined prior to implementation of this contract.
        3. duration shall be determined by a unanimous decision by each member of the couple, a legal advisor, and 2 friends/counselors/ consultants of the couple (1 per person).

(considerations for duration - age, health at entry, educational plans, etc.)

    b. Renewal
        1. renewal shall be possible if the 5 party committee decides unanimously.
    c. Reinstatement
        1. this contract, if invalid, shall not be reinstated and a new contract must be written.

B. Regulations pertaining to operational functions

1. Proximity

a. each member of said contract shall live in the same household as the other with the following exceptions:

1. business excursions of less than 30 days duration.

2. illness or death of a relative of either party.

3. pleasure trips of not more than 15 days duration.

2. Economics

a. Prior to entry into relationship both parties and a legal advisor shall examine the economic situation of each person. Such categories shall be explored as:

1. bank, stock, bond holdings

2. debts, accounts payable

3. current job status

a. salary

b. duration

b. Provisions shall be made for the beneficiary status i.e.,

1. if either contractee dies the other shall be beneficiary, unless there are children and then the "spouse" gets 60% and the child (children) shall receive 40%.

c. Once entered into the contract

1. each person shall be employed and shall be responsible for providing $10,000 per year.

2. money shall be kept in separate accounts except for that money which shall be shared 50% from each member to provide

a. food and toiletries

b. shelter, minimum $140 per month and maximum $500 per month.

c. home furnishings and appliances that both shall deem appropriate

3. Such items as clothing, gifts, and investments shall be made separately as shall medical and educational expenses.

C. Fidelity

1. Neither member shall engage in the act of sexual intercourse with someone other than members of this contract.

D. Domestic and Household Arrangements

1. each member shall accept the responsibility of maintaining the domestic quarters at a level of safety, healthfulness and presentability.

a. one day of each week each member shall spend 4 hours cleaning or caring for the domestic quarters.

b. the female shall prepare luncheon foods and dinner foods.

c. the male shall prepare breakfast foods.

d. the menu shall be determined at the weekly session and a shopping list formed

e. shopping for foods shall be equally divided.

2. in the event of children, the following duties shall be rotated on a weekly basis:

a. waking and dressing the children

b. making lunches

c. brushing teeth

d. giving money for school lunches, etc.

e. transportation of children to and from lessions, playgroups, etc.

f. helping with home work, personal questions

3. on weekends, the child care activities are to be divided equally between spouses. If one spouse wishes to have one day off, he/she is responsible for the next day's responsibilities.

4. any domestic needs not covered shall be performed by the female or shall be amended to this contract after 4 weeks.

E. Sexual Obligations and Childbearing

1. sexual intercourse shall not be made subject to a timetable but if it is not engaged in for more than 13 weeks either party may annul this contract.

2. either or both members shall use sufficient birth control measures to insure against pregnancy for a period of two years from the beginning of the contract. After two years an amendment to this contract may allow child-bearing but it shall be the unanimous decision of the couple with advice from a legal representative.

F. Name

1. each person shall retain his or her own name that they held prior to the contract

G. Dissolution or voiding

1. shall occur if the contract stipulations are not met

2. each party shall

a. keep those things which he/she provided

b. retain all capital investments he/she made

c. divide food and furnishings on a 50-50 basis allowing a

25% depreciation for items less than 1 year old

35% depreciat on for items 1-2 years old

50% depreciation for items over 2 years old.